



Conflict Prevention and Resolution Services

Contract # 68HERH19D0033

Work Plan and Pricing Estimate for Task Order Request PR-R8-19-00434 (ERG #028)

Quarterly Public Meeting Facilitation at the VB I-70 Superfund Site

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Prepared for: U.S. Environmental Protection Agency, Washington, DC 20460

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Period of Performance (POP)	Task Order Issuance to October 31, 2020

Contents

[TOC \o "1-1" \n \p " " \h \z \u]

1. Overview and Pricing Summary

This work plan describes ERG's approach for performing the tasks described in the task order (TO) statement of work (SOW). It includes a description of the activities associated with each task as well as a list of transmittals and deliverables and their due dates. [REF _Ref15994869 \h * MERGEFORMAT] provides a summary of ERG's proposed hours and pricing. Section 8 provides a detailed breakout of pricing by task, labor categories, and other direct costs (ODCs). Section 6, Assumptions, describes the full set of assumptions upon which ERG's work plan and pricing proposal are based.

Table [SEQ Table * ARABIC]. Summary of Proposed Hours and Pricing

Contract year	Hours	Price
Total Task Order, All Years		Ex. 4 CBI

2. Background

The Vasquez Boulevard and Interstate 70 (VB/I-70) Superfund site is located in northeast Denver, Colorado. The site includes two commercial/industrial areas as well as residential properties in all or part of the following neighborhoods: Cole, Clayton, Swansea/Elyria, southwest Globeville, and northern Curtis Park. Historically, the area was a major smelting center for the Rocky Mountain West. Two smelting plants—Omaha & Grant and Argo—operated at the site for varying lengths of time, beginning as early as the 1870s, refining gold, silver, copper, lead, and zinc. As a result, heavy metals were deposited in area soils at levels that, in some cases, posed a health risk to people living there. Groundwater was also impacted at the former smelter locations.

EPA is seeking facilitation support for up to four community meetings (generally held once a quarter) at the VB I-70 Superfund site. The goal of the meetings is to provide community members an opportunity to hear from Agency personnel regarding what is happening at this site where deletion of OU1 is about to take place, OU2 is in the Remedial Investigation phase, and planning for a Feasibility Study at OU3 will begin soon. These meetings will also be used to maintain awareness of community interests and concerns as cleanup progresses at the site. This project will be funded by Region 8's Superfund and Emergency Management Division under the CERCLA statute.

3. ERG's Approach to Performing the Work

This section describes ERG's approach to performing work under this TO, including general principles and procedures, followed by our approach to each SOW task. Deliverables for each SOW task are listed in Section 4: Reports, Deliverables, and Transmittals.

General Principles and Procedures

In conducting this work, ERG will comply with all terms in the overall contract, including—but not limited to—the following requirements:

- *Quality management.* All work on this TO will be performed in accordance with ERG's strict quality assurance practices, including—but not limited to—incorporating quality management principles and processes described in ERG's Quality Management Plan into the development of the required transmittals, deliverables, and consulting services offered. ERG will ensure the timely delivery of all transmittals and deliverables.
- *Contractor representation.* ERG and its subcontractors (ERG Team) may provide input and make recommendations based on information gathered, but will not interpret EPA policy on behalf of EPA or make decisions on items of policy, regulation or statutes. The ERG Team also will not take a stand on the merits of substantive items under discussion.
- *Contractor identification.* At EPA-sponsored meetings and in gathering information or performing tasks with parties outside EPA, ERG Team members will identify themselves as contractors to EPA and not as EPA employees.
- *Long-distance travel.* ERG will obtain EPA approval in writing for any long-distance travel by ERG Team members.
- *Confidentiality.* The ERG Team will approach work under this TO in accordance with the basic terms of the contract and according to the established norms and ethical standards of ADR professionals. Specifically, ERG will ensure that ADR professionals supporting this TO abide by ethical codes of conduct such as those defined in the SOW. Information provided to the ADR professional by any of the parties, communications between parties and the ADR professional, and notes and dispute resolution work product generated by the ADR professional during work pursuant to the TO, will be maintained as confidential by the ADR professional pursuant to the provisions of the ADR Act of 1996 (Public Law 104-320; 5 USC 571 et al.) and applicable federal, state, and judicial requirements.
- *ADR and public participation best practices.* To enhance the positive substantive, relational, and procedural outcomes from ADR cases, ERG will direct all ADR professionals providing services under this TO to do the following prior to the mediation or facilitation and throughout the process:
 - Prior to the mediation and facilitation and throughout the process, inquire whether individual participants have the time, financial, and logistical resources necessary to participate effectively in the process and—where resources are inadequate—assist them in identifying appropriate resources or in making necessary adjustments to the process to accommodate resource constraints.
 - Assist the participants in identifying the issues that are important to resolving any controversy and solutions that will address the needs shared by the participants.
 - Conduct the process to promote active engagement from all participants.
 - Explore with the participants appropriate ways to incorporate high quality and relevant information resources necessary to resolve the issues.
 - To support productive dialogue and effective implementation of any agreements reached by the participants, ensure that participants have appropriate authority to make commitments on behalf of their organizations.
- *Ethical codes of conduct.* ERG will ensure that ADR professionals serving as neutral third parties under this contract receive information about and perform in accordance with ethical codes applicable to the professional practice of dispute resolution, including but not limited to: the

American Arbitration Association, American Bar Association, Association for Conflict Resolution ([HYPERLINK "http://www.acrnet.org/uploadedFiles/Practitioner/ModelStandardsOfConductforMediatorsfinal05(1)(1).pdf"]); the International Association of Facilitators: ([HYPERLINK "http://www.iaf-world.org/aboutiaf/CodeofEthics.aspx"]); the International Association for Public Participation: ([HYPERLINK "http://iap2.affiniscape.com/displaycommon.cfm?an=1&subarticlenbr=8"]).

Task A: Preliminary Work

ERG's approach to Task A is described below. Deliverables and their associated due dates are listed in Table 2 of Section 4, Reports, Deliverables, and Transmittals.

Select Service Provider

ERG will select an experienced senior dispute resolution professional to provide all facilitation support under this TO, in consultation with the TOCOR and PO. The selected service provider will have at least 10 years of experience in the field of environmental alternative dispute resolution and direct experience facilitating at least one Superfund site where there are high levels of community engagement around cleanup processes.

Based on these qualifications, and with consideration of input from EPA, ERG has selected **Joseph McMahon (Collaborative Processes LLC)** as the service provider. Mr. McMahon is the current service provider for VB I-70 Superfund Site community meetings, so selecting him not only meets the minimum qualifications, but also ensures continuity and consistency in service for EPA and the community.

Develop Work Plan and Pricing Estimate

ERG has developed this work plan to provide a detailed approach for completing each task defined in the SOW. The work plan includes the transmittals and deliverables and their associated due dates (Section 4), as well as a detailed budget, including a breakout of labor hours and other direct costs (Section 8). We will proceed to perform the work described in the SOW tasks upon issuance of the TO by the Contracting Officer.

Task Order Management

The ERG TOM will ensure effective management of the resources, work, and deliverables required by EPA. Specifically, the TOM will:

- Conduct a kick-off meeting via phone with the EPA TOCOR, ERG TOM, and selected facilitator to discuss the work plan and schedule and address any questions.
- Communicate and coordinate with the EPA TOCOR as needed.
- Coordinate with the subcontractor.
- Incorporate the principles of quality management while carrying out work under this TO.
- Ensure completion and maintain copies of all contract transmittals and deliverables.
- Ensure that all reports, transmittals, and deliverables are submitted to the TOCOR and PO.
- Assist in resource planning, and manage the budget and hours on a regular basis, to ensure accurate and effective financial tracking.

- Speak on an as-needed basis with the EPA TOCOR to review the financial and work status of the project.
- Oversee subcontractor activities through regular and periodic conversations with the subcontractor to ensure effective performance.
- Provide monthly progress reports by the 15th of each month. Ensure that those reports accurately record the level of effort expended, clearly articulate the work completed and the work planned for the subsequent month, clarify any lagging subcontractor costs, and identify any problems encountered and activities to address them.
- Review the first progress report and invoice with the EPA TOCOR.
- Update ERG's TO management tracking system on a monthly basis.
- Notify the PO and TOCOR in writing when 75 percent of the TO funding has been expended or when funding for less than six weeks of work remains.

Task B: Facilitation Support Services

Under this task, the ERG Team will support the facilitation of up to four periodic community meetings as directed by the TOCOR and/or the technical contact for the VB I-70 Superfund site. We anticipate that up to 30 community members will attend each meeting, which will be held in the Denver, Colorado, area. We describe our approach below:

- **Agenda and ground rules.** ERG's facilitator will work with the EPA TOCOR and EPA technical contact and each of the each of the primary point(s) of contact for the governmental agencies involved in this project to determine the key objectives and overall agenda for each meeting. The facilitator will also consult with members of the community in drafting all meeting agendas. In addition, we will develop some operating rules for the meetings to ensure engagement with community members is amicable and productive. We anticipate the ground rules will remain largely consistent between meetings A final agenda and ground rules will be submitted to EPA prior to each meeting, which will reflect EPA's feedback on the draft version.
- **Engagement facilitation.** During each meeting, ERG's facilitator will assist participants in articulating their interests, identifying areas of agreement, and developing consensus solutions to the problems that divide them. The facilitator will keep the parties talking, listening, and moving—as much as possible—towards the goal of the process. The facilitator will not take a position on the merits nor recommend to the parties what the substantive resolution of an issue should be. During the meeting, the facilitator will take notes during each workshop to capture key themes and discussion points.
- **Engagement between meetings.** The ERG Team will communicate in person, by phone, or in writing, with the EPA staff involved in this project between meetings to ensure adequate preparation takes place prior to meetings.
- **Meeting summaries.** Following the workshop(s), we will generate general meeting summaries, including key issues discussed, proposed resolutions, participants, and follow-up activities 10 days following each meeting.
- **Logistics.** Two community meetings have been located in a free public meeting venue. We anticipate that the meetings will continue to be located in this venue. The ERG facilitator will

bring meeting supplies, including some writing material, an easel, and markers. A projector will not be needed.

- **Project report and process evaluation.** ERG will submit a short draft report and process evaluation at the end of this TO summarizing procedural lessons learned and recommendations for future improvements of similar projects. The report will also include a summary of key discussion points, based on the meeting summaries. A final report will reflect EPA's comments.

4. Reports, Deliverables, and Transmittals

[REF_Ref19016208 \h * MERGEFORMAT] lists all transmittals and deliverables under this TO and their delivery schedule. ERG will submit all reports in accordance with the contract. Copies of all contract deliverables will be sent to both the PO and TOCOR. ERG will submit all reports in draft form, respond to comments from the TOCOR, then prepare and distribute final report copies as stated in the TO SOW or TD. Reports will be submitted electronically unless specified differently.

Table [SEQ Table * ARABIC]. Transmittals and Deliverables by SOW Task

Task	Title	Due no later than	Type
A	Work Plan	10 business days from TO issuance	Deliverable
B	Draft Meeting Agenda	2 weeks before each meeting	Transmittal
B	Final Meeting Agenda	1 week before each meeting	Transmittal
B	Meeting Summaries	2 weeks after each meeting	Transmittal
B	Draft Project Final Report	2 weeks after the last meeting	Deliverable
B	Final Project Final Report	2 weeks after comment by EPA	Deliverable

5. Staffing Plan

This task order will be staffed as described in [REF _Ref16625447 \h * MERGEFORMAT].

Table [SEQ Table * ARABIC]. Preliminary Staffing Matrix

Individual (firm)*	Labor category	Project role
Shanika Amarakoon (ERG)*	Communications Specialist - Level 2A	TOM, regular communication with EPA TOCOR, progress reports, participation in key planning calls, etc.
Chris Lamie (ERG)	Program Manager	Overall contract management and quality assurance.
Joseph McMahon (Collaborative Processes LLC)	Dispute Resolution Professional - Level 3A	Lead facilitator for quarterly EPA community meetings.
Trinita White (ERG)	Deputy Contract Administrator	Set up subcontracting agreement, modify if needed, and address any contracting issues that arise.
Lisa Kennedy (ERG)	Deputy Contract Administrator	Process subcontractor invoices and ensure compliance with contract requirements.
Peter Frongillo (ERG)	Scientific/Technical Consultant or Analyst - Level 1B	Project assistant; coordinate with TOM to capture financial data in ERG's project tracking system and generate required progress reports and invoices.

*Note that team members other than those listed in the above table may work on this TO to complete the required work. If substitutions are necessary, ERG will make every effort to replace staff with appropriately qualified personnel in the same or lower cost labor category; however, this may not be possible because of time constraints and/or available personnel.

*The TO will be managed mainly by the TOM listed in the table above; however, additional team members may conduct task order management activities to ensure coverage during periods when the TOM is unavailable (e.g., vacation, illness, business travel, time constraints). In the event of a temporary substitution, the ERG Project Manager or TOM will notify the EPA TOCOR and PO, in advance, of the nature and duration of the substitution.

6. Assumptions

This work plan and pricing estimate are based on the assumptions described below.

General Assumptions

- Activities and pricing are included for the entire period of performance.
- ERG reserves the right to adjust the amount of the budget for general task order management if the contract and task order periods of performance are extended beyond the current period of performance.
- ERG may need to revise the pricing estimate if actual travel and other direct costs are more than anticipated.
- This TO can be modified to change the statement of work or add funding.
- We assume facilitation support for up to four community meetings, 2–3 hours in length, in the Denver, Colorado, area.

- Only the facilitator will attend the meetings in person. Notetaking will be conducted by the facilitator.
- The facilitator is located in the Denver area; therefore, local travel costs are included.
- Translation services are being provided by EPA.
- We have included a modest cost for meeting supplies and an easel for the meetings.
- Up to six progress reports, including sub-contract invoices, will be submitted in support of activities associated with these four meetings, including the final invoice.

Assumptions by Task

Assumptions concerning LOE and ODCs are detailed in [REF _Ref19016183 \h * MERGEFORMAT] and 5, respectively.

Table [SEQ Table * ARABIC]. Labor Hours Assumptions by Task

Labor category	Hours	Person or role	Assumptions and explanation
Task A: Preliminary Work			
Program Manager	6	Deputy Project Manager	<ul style="list-style-type: none"> • 0.25 hr/mo. (13 months = 3 hours, rounded) for general management support, including TO closeout activities, general QC, and TO-level communication and support to the TOM as needed. • 3 hours to help develop the work plan and pricing estimate and participate in startup meetings.
Deputy Contract Administrator	10	Members of ERG's administrative team	<ul style="list-style-type: none"> • 2 hours to assist in developing ERG's pricing estimate. • 2 hours to develop and issue subcontractor work assignment and compile the legally required source selection documentation. • 1 hour per subcontractor invoice (assume 6 total) for reviewing and processing.
Dispute Resolution Professional – Level 3A	10	Facilitator – Joseph McMahon	<ul style="list-style-type: none"> • 10 hours of management time for the facilitator, including preparing required subcontractor progress reports and participating in calls with the ERG TOM and EPA.
Scientific/Technical Consultant or Analyst Level 1B	7	ERG project assistant	<ul style="list-style-type: none"> • 1 hour per month with substantial project activity (assume 6 such months) to compile data in ERG's project tracking system (project status, subcontractor financial data, etc.), generate required monthly progress reports, and generate TO-level invoices. • 1 hour to set up this TO in ERG's project tracking system.
Communications Specialist – Level 2A	18	ERG TOM	<ul style="list-style-type: none"> • 10 hours to develop the work plan and pricing estimate • 8 hours for TO general management, including participation in a kick-off call, coordination with the facilitator, periodic TO-level communications with TOCO, and review of monthly progress reports and invoices.

Labor category	Hours	Person or role	Assumptions and explanation
Task B: Facilitation Support			
Dispute Resolution Professional – Level 3A	66	Facilitator – Joseph McMahon	<ul style="list-style-type: none"> • 15 hours per meeting to support up to 4 meetings (60 hours total). Time includes facilitation of 3-hour meetings, set up, travel to/from meeting, development of agenda, and meeting minutes. • 6 hours for submitting draft and final report.
Communications Specialist – Level 2A	12	ERG TOM	<ul style="list-style-type: none"> • 2 hours per meeting (8 hours total) to assist in reviewing agenda, participate in calls with EPA and facilitator, and review meeting minutes. • 4 hours to review draft and final report.

Table [SEQ Table * ARABIC]. ODC Assumptions by Task

Expense	Assumptions and explanation
Task A: Preliminary Work	
Conference call lines	<ul style="list-style-type: none"> • 240 minutes at \$0.11 per minute per line, to support various management and oversight activities under this TO.
Task B: Facilitation Support	
Conference call lines	<ul style="list-style-type: none"> • 240 minutes at \$0.11 per minute per line, to support various management and oversight activities under this TO.
Subcontractor local travel	<ul style="list-style-type: none"> • Travel to meetings via car, 10 miles round-trip per meeting at \$5.80 per mile – totaling \$23 for four meetings.
Meeting supplies	<ul style="list-style-type: none"> • \$3 per meeting for minimal supplies, including markers, pens, note pads – totaling \$12 for four meetings.
Expendable supplies	<ul style="list-style-type: none"> • 2 easels and pads at \$32.50 each – totaling \$65.

Cross-Cutting Pricing Factors

- “Computer and Word Processing Supplies and Equipment.” Per ERG’s standard accounting practice, this cost item (which covers the cost of computers, software [e.g., MS Office], and related equipment) is allocated to every project at a rate of \$1.52 per hour of ERG labor. This cost is listed in the pricing estimate as an ODC.
- “Telephone Local Access.” Per ERG’s standard accounting practice, this cost item (which covers local telephone access, facsimile costs, telephone voicemail, and telephone equipment depreciation) is allocated to every project at a rate of \$0.34 per hour of ERG labor. This cost is listed in the pricing estimate as an ODC.

7. Conflict of Interest

ERG’s official conflict of interest certification appears on the next page. ERG certifies that, to the best of our knowledge and belief, no real, apparent, or potential organizational or individual conflict of interest exists with this TO, based on previous or ongoing work, or other potential conflict.

Our service provider, Collaborative Processes, LLC, has disclosed the following circumstances they felt might constitute a conflict of interest:

“Over the years I have worked with the EPA on multiple matters in several different regions including the facilitation of several cleanup sites. I have also conducted a training at EPA offices. I have also had occasional social contact with current or former EPA personnel. My prior work for the EPA would not affect my ability to undertake this work as a neutral. The use of a facilitator who has previously worked for a government agency is customary in facilitated processes.”

ERG has reviewed and discussed this information with the subcontractor and determined that the circumstances do not constitute a conflict. We have therefore determined that our team does not have a conflict of interest in performing the work described in our work plan.

We recognize our continuing obligation to search and report any actual or potential personal and organizational conflicts of interest, should they arise during performance of work under this TO.

CONFLICT OF INTEREST CERTIFICATION

Eastern Research Group, Inc.
EPA Contract No. 68HERH19D0033
Task Order Request No.: PR- PR-R8-19-00434 (ERG #028)

In accordance with EPAAR 1552.209-71 (Organizational Conflicts of Interest), EPAAR 1552.209-73 (Notification of Conflicts of Interest Regarding Personnel), and Prime Contract clause (Work Assignment Conflicts of Interest Certification), Eastern Research Group, Inc. makes the following certifications:

ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST:

[FORMCHECKBOX] To the best of our knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, none of the individuals proposed for work under this Order has any personal conflicts of interest.

OR:

[FORMCHECKBOX] To the best of our knowledge and belief, all actual or potential organizational and personal conflicts of interest have been reported to the EPA Contracting Officer.

This is to certify that our personnel who perform work under this Order, or relating to this Order, have been informed of their obligation to report personal and organizational conflicts of interest to our designated COI Official.

Eastern Research Group, Inc. recognizes its continuing obligation to search for, identify, and report any actual or potential organizational or personnel conflicts of interests that may arise during the performance of this Order or work relating to this Order.



Authorized Signature

Shanika Amarakoon
Printed Name

ERG Task Order Manager
Title

9-20-19
Date

8. Detailed Pricing Estimate

ERG's detailed pricing estimate begins on the next page.